

that exceptions growing out of the great law of self-defense do exist, those exceptions should be confined to cases in which the necessity of the self-defense is instant, overwhelming, and leaving no choice of means, and no moment for deliberation."

(c) The inquiry of the Preparatory Committee refers also to the possible responsibility of the State for the unilateral rescission of contractual obligations. This rescission might be prompted by considerations of public policy, or else it may be authorized under the terms and conditions of the contract. The State is authorized to rescind in either case. Rescission for reasons of public policy might create a duty to make reparation, and the question should be referred to the international courts for adjudication. The second case of rescission is the exercise of a usual contractual privilege. It is within the rights of every contracting party, and is governed by municipal law. Such rescission, however, like any other act of government authorities, might involve an international offence when the unilateral action of the State has exceeded the limits justified by the terms of the contract or the circumstances of the case, or when the municipal law does not provide efficient means of redress for the injured party.